

TOWN OF NORTH HAVEN

Public Safety

COMMUNICATIONS SYSTEM MAINTENANCE

Provider

REQUEST FOR PROPOSAL

RPF #17-13

Issued October 3, 2016

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SECTION 1: INTRODUCTION

1.1 Purpose and Scope

The purpose of this Request For Proposal (RFP) is to solicit proposals from qualified and responsible vendors for the provision of communications system maintenance services for Town of North Haven, Connecticut.

Proposals shall describe and demonstrate the prospective systems maintenance contractor's qualifications and experience as follows:

- A. Respondents shall be highly-qualified, experienced vendor with a demonstrated track record of providing maintenance services and support for Connecticut municipalities in connection with public safety communications infrastructure and associated equipment.
- B. Respondents shall be vendors with a track record of developing and maintaining existing productive relationships with manufacturers of equipment currently or soon to be utilized by Town of North Haven.
- C. Respondents shall be authorized service providers by Motorola, with authority and capacity to obtain Motorola parts, provide warranty service and technical support.
- D. Respondents shall have a proven track record of providing services with demonstrable skills and a history of maintaining, implementing and servicing communications system infrastructure equipment. Respondents shall, in their proposals, detail how they will upgrade the test equipment and knowledge of their employees to meet the needs of future technologies such as APCO Project 25 and Radio over Internet Protocol (RoIP) that will be employed in the future by Town of North Haven.
- E. Respondents shall demonstrate an ongoing commitment to training and recertification of personnel on the implementation and maintenance of P25 communications equipment and systems
- F. Respondents shall possess the latest test equipment that is capable of testing both analog and P25 digital equipment in actual native modes.
- G. Respondents shall offer continuity of service; i.e., uninterrupted service available 365 days a year, 7 days a week, 24 hours per day, including weekends and holidays, for emergency service when required.

- H. Respondents shall demonstrate a proven track record of providing and maintaining detailed, comprehensive and timely written documentation of all services performed, and provide consistent, reliable, and proactive customer support.
- I. Respondents shall provide maintenance that covers ALL of the equipment owned and maintained by the Town of North Haven, including radio consoles, mobile radios, portable radios, base stations, tone remote adapters, repeaters, transmission systems, backup power systems, site controllers, environmental and site alarm monitors; Zetron firehouse alerting systems, microwave and fiber transport; and P25 system routers and servers.
- J. Respondents shall demonstrate the ability to program analog and P25 subscriber equipment as well as system routers, switches and other support equipment.

Hard copies of the complete Request for Proposal package will be available on Monday, October 3, 2016 at the Office of the Director of Finance and Administration or may be accessed from the State Department of Administrative Services' website and the Town of North Haven website at <http://www.town.north-haven.ct.us>.

It is the sole responsibility of the 'proposer' to monitor Town of North Haven's web site for any addenda or amendments to the RFP. For the purpose of this document, the terms proposer, respondent, vendor and contractor mean those submitting a response to this RFP.

1.2 Evaluation Process

In considering a proposal, the Town will evaluate how well the vendor's proposed solutions meet the current and future needs of Town of North Haven as described in the vendor's response to each requirement and form. All responses shall be clear, concise and complete so that the Town can adequately understand and evaluate all aspects of the proposal in a succinct fashion. The Town expressly reserves the right to reject all proposals and the right to award a contract, if at all, to the respondent whose proposal is deemed by the Town to be in the best interest of the Town. The Town reserves the right to award a contract to other than the low bidder. The Town of North Haven intends to evaluate all proposals on the basis of the respondent's combination of professional attributes, experience and relevant skill-sets, including that of price, based on the evaluation factors.

The Town reserves the right to:

- A. Require one or more respondent to make a presentation to the Town and answer questions concerning its proposal.
- B. Require a site visit by the Town's designee(s) to respondent's facility.

- C. Require a site visit by the Town's designee(s) to respondent's customer's facilities/sites in order to verify respondent's representations of its qualifications and experience and/or to establish a benchmark for installation standards and consistency.

This RFP provides general and technical information, as well as the required format for responses. Respondent's proposal, in its entirety, will be the primary source of information used for vendor evaluation and selection. Please include all required and appropriate information with your proposal. No information submitted verbally or outside of the RFP process shall be considered. At the completion of the RFP process, the Town of North Haven will, in its sole discretion, determine whether to award a contract and if awarded, the contract shall be let to the respondent deemed by the Town to be satisfy the Town of North Haven's criteria for expertise, flexibility, cost, qualifications and experience/references.

1.3 Schedule

Respondents are required to submit two double-sided copies and one electronic copy of a sealed Statement of Qualifications & Statements of Qualifications & Proposals.

Proposals and any related materials requested must be delivered in sealed envelope to Proposals by no later than Monday, October 24, 2016 @ 10:00 a.m. at the Office of the Director of Finance and Administration, Memorial Town Hall, 18 Church Street, North Haven, Connecticut 06473, marked "RFP #17-13 – PUBLIC SAFETY COMMUNICATION SYSTEM MAINTENANCE PROVIDER". Responses received subsequent to the aforementioned deadline shall be deemed untimely and rejected.

Proposals will be reviewed and evaluated within 30 days of the date of closure for receipt of proposals. It is anticipated that a vendor will be chosen shortly thereafter.

1.4 Notice of Intent to Propose

Vendors intending to submit proposals are required to submit a Letter of Intent no later than Friday, October 14, 2016 at 4:00pm (local time) to Office of the Director of Finance and Administration, Memorial Town Hall, 18 Church Street, North Haven, Connecticut 06473, marked "RFP #17-13 – PUBLIC SAFETY COMMUNICATION SYSTEM MAINTENANCE PROVIDER". The letter must be submitted to on the vendor's letterhead. Please identify the name, address, phone number, fax number, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP.

Submission of the Letter of Intent constitutes the vendor's unequivocal acceptance of the procedures, evaluation criteria, and all administrative instructions of this RFP. Letters may be

withdrawn at any time before the deadline for submission. A list of all vendors submitting a letter of intent will be available upon request after the RFP process has been completed.

1.5 Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

1.6 Non-Disclosure Agreement (NDA)

Because the project at issue involves (i) a public agency engaged in the provision of public safety services and (ii) maintenance of complex communications equipment (which requires a detailed understanding of the system architecture), all information and data furnished to the vendor by the Town of North Haven and all other documents to which the vendor's employees have access during the term of the contract, shall be treated as confidential and proprietary to the Town of North Haven. Any oral or written disclosure to unauthorized individuals is prohibited and vendors shall take such precautions and measures as are reasonably necessary to protect the confidentiality of such information.

1.7 Pre-Proposal Vendor Conference/Meetings

There will not be a formal pre-proposal conference conducted prior to the RFP due date by the Town of North Haven. There will be four days available the week of October 17-20, 2016, for proposing vendors seeking to schedule a tour of the facilities in order to obtain first-hand exposure to the technical environment.

1.8 RFP Submission

There will not be a formal pre-proposal conference conducted prior to the RFP due date by the Town of North Haven. There will be four days available the week of October 17-20, 2016, for proposing vendors seeking to schedule a tour of the facilities in order to obtain first-hand exposure to the technical environment.

1.09 Proposal Validity Period

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline and will become part of the contract that is negotiated between the Town of North Haven and the successful vendor.

1.10 Vendor Communication

Questions concerning the process and procedures applicable to this RFP are to be submitted in writing via email and directed only to:

Edward J. Swinkoski, Director of Finance and Administration, Swinkoski.Edward@town.north-haven.ct.us and Ellen Dufour, Secretary to the Director of Finance and Administration, Dufour.Ellen@town.north-haven.ct.us

Questions concerning this RFP's Project Overview and/or Scope of Services are to be submitted in writing via email and directed only to: Jonathan Mulhern, Deputy Chief of Police, jmulhern@northhavenpd.com

Other than the foregoing, contact regarding this RFP with Town of North Haven employees or officials is prohibited. No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no Respondent shall rely on any alleged oral statement.

Any questions shall be submitted in writing by no later than seven (7) days prior to the proposal deadline.

1.11 Right of Selection/Rejection – Waiver of Informalities or Irregularities

Town of North Haven reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of Town of North Haven.

1.12 RFP Revisions

Town of North Haven reserves the right to change the schedule or issue amendments or addenda to the RFP at any time. Town of North Haven also reserves the right to cancel or reissue the RFP at any time. Amendments or a notice of cancellation will be posted to the Town of North Haven web site, and mailed to any vendor that has submitted a proposal.

1.14 Statement of Confidentiality

Under Connecticut State Law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voicemail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this Request for Proposal are public records. The documents become a public record upon submission to the Town of North Haven the Office of the Director of Finance and Administration, and are subject to mandatory disclosure upon request by any person, unless the documents are determined by the Town of North Haven to be exempt from public disclosure by a specific provision of applicable law. Vendors should clearly mark proprietary information as "Proprietary Not for Release". Marking information submitted as proprietary does not supersede Connecticut law.

1.14 Compensation

No payment of any kind will be provided to the submitting vendor, or parties they represent, for obtaining any of the information solicited or for time and expenses incurred in connection with the submission of a proposal. Procurement of services will be in accordance with subsequent authoritative action.

1.15 Commitments

This RFP and the selected vendor's proposal shall be made part of the final award and all representations in the vendor's proposal shall be considered commitments to supply the services as described.

1.16 Contract Award and Execution

The Town of North Haven reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to or by the Town of North Haven.

The general conditions and specifications of the RFP and the successful vendor's response, as amended by agreements between the Town of North Haven and the vendor, will become part of the award documents. Additionally, the Town of North Haven will verify vendor representations that appear in the proposal. Failure of the vendor's offering to meet the mandatory requirements may result in elimination of the vendor from competition or in contract cancellation or termination. The vendor awarded a contract, if any, shall be required to execute a contract prepared by legal counsel for the Town of North Haven, with said execution to occur within ten (10) days of the award of a contract. Any limitations, exclusions, assumptions or qualifications to respondent's proposal must be expressly stated in the proposal or same will not be considered in the award of a contract and shall not be included in a contract.

1.17 Payment Terms and Conditions

The proposal must contain a fee schedule that includes line items for professional services that are applicable to this RFP, including but not limited to flat repair and hourly rates; vehicle installation and removal services, emergency call out services and preventative maintenance services.

1.18 Business License

The successful respondent shall be licensed to do business in the State of Connecticut, shall be current with regard to all licensure and regulatory requirements and shall not be indebted to the Town of North Haven for any unpaid taxes, charges, fees or fines.

1.19 Insurance Requirements

The awarded Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-,VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of North Haven.

The insurer shall provide the Town of North Haven with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of North Haven written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the Town of North Haven as Additional Insured's on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including *Additional Insured* and *Waivers of Subrogation*. The Respondent shall also provide its policy endorsement indicating the Town of North Haven's and the Board of Education status as additional insured.

In order to facilitate this requirement for insurance, it is recommended that the Respondent forward a copy of these requirements to the Respondent's insurance representative(s).

Specific Requirements.

Workers' Compensation Insurance. The awarded Respondent shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars **(\$500,000.00)** coverage for each accident, Five Hundred Thousand Dollars **(\$500,000.00)** coverage for each employee by disease, Five Hundred Thousand **(\$500,000.00)** policy limit coverage for disease.

Commercial General Liability. With respect to all operations which awarded respondent performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars **(\$1,000,000.00)** coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Two Million Dollars **(\$2,000,000.00)**. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

Automobile Liability. With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars **(\$1,000,000.00)**.

Professional Liability. \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate with a deductible per occurrence of no greater than \$75,000.00.

Excess Liability Coverage. With respect to the coverage provided by the awarded Respondent for this Project, excess liability insurance will be provided in an amount not less than One Million Dollars **(\$1,000,000.00)** per occurrence and annual aggregate basis.

Aggregate Limits. Any aggregate limits must be declared to and be approved by Town of North Haven. It is agreed that the awarded Respondent shall notify the Town of North Haven whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Respondent agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Respondent.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Town of North Haven. All deductibles or self-insured retentions are the sole responsibility of the awarded Respondent to pay and/or to indemnify.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent's liability to the Town of North Haven by virtue of this promise to indemnify and hold the Town of North Haven harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the Respondent shall be liable to the Town of North Haven for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent's sole cost.

1.20.2 Subcontractors

Respondents shall include all subcontractors as insured under applicable policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

1.21 Equal Opportunity Compliance

Non-Discrimination and Affirmative Action. Respondent, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Respondent that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent further agrees that this article, (and any additional provisions required by law), will be incorporated by Respondent in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51- 13), cooperation with the Commission on Human Rights and Opportunities (46a-77),

Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

Executive Orders. The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Connecticut's Prevailing Wage Law Provision. If applicable, the contractor must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is **\$400,000** or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is **\$100,000** or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the contractor's monthly certificate for payment. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

Occupational Safety and Health Administration Requirements. According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least **\$100,000** shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by

the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

Payment Bond/Performance Bond State Law Requirements. CGS Section 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over **\$100,000**. When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than **\$500,000 additional** laws/requirements apply. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

Certificate of Connecticut Contractor Prequalification Program. CGS Section 4b-91 requires all bidders for the construction, alteration, remodeling, repair or demolition of any public building or any other public work by a public agency (includes a municipality) that is paid for, in whole or in part, with state funds and that is estimated to cost more than **\$500,000**, except a public highway or bridge project or any other construction project administered by DOT, shall be prequalified with the State pursuant to CGS Section 4a-100. Once a contractor is prequalified, it is issued a prequalification certificate by DAS, which certificate is in effect for one year. Subcontractors' work, the cost of which may exceed **\$500,000**, are also required to be prequalified. Any bid for a project that requires prequalification must include a copy of the bidder's Prequalification Certificate showing the aggregate work capacity rating required under the contract and the Update (Bid) Statement showing renewal of certificate and/or change in aggregate work capacity. Bids which do not include a copy of the Prequalification Certificate and the Update (Bid) Statement are invalid. Contractors should contact the State Department of Administrative Services to familiarize themselves with these requirements.

Non-Resident Contractor 5% Tax For Contracts. CGS Section 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least **\$250,000**, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts." As soon as the guarantee bond is filed

with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing.

1.21 Other Compliance Requirements

In addition to nondiscrimination and affirmative action compliance requirements, the proposer awarded a contract shall comply with federal, state and local laws, statutes, regulations and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

1.22 Exceptions

Respondents may take exception to any of the stated requirements so long as all such exceptions are expressly noted and clarified in the proposal. In making a decision to award or not award a contract, the Town may consider any exceptions stated in a proposal. Alternatives may be shown and quoted as options.

1.23 Visits, Conferences, and Provision of Facilities

Town of North Haven may elect to visit vendor facilities or installed customer locations as part of their evaluation. Vendors should be prepared to provide information on appropriate locations and to arrange for such visits.

1.24 Primary Provider of all Services

If a vendor's proposal includes equipment, hardware, software, or services to be supplied by entities other than the proposing vendor, the proposing vendor shall act as the prime contractor for the entire procurement of all products and services proposed, with the possible exceptions noted below. The vendor acting as the prime contractor must be the sole point of contact with regard to contract stipulations including payment of any and all charges resulting from the purchasing of the proposed equipment, hardware, software, and/or services. The vendor acting as the primary contractor must take full responsibility for the demonstration, delivery, installation, and acceptance testing of the items proposed to be supplied by its subcontractor.

SECTION 2: SYSTEM MAINTENANCE REQUIREMENTS

2.1 General Service Requirements

2.1.1 Secure Facilities

All Town of North Haven sites are secure facilities; therefore, the Contractor shall strictly abide by all policies and procedures related to site entry, access and site security. These procedures include compliance with all protocol identified by the Town, including notification to Town of North Haven upon site entry and departure, securing doors, gates, and fences upon departure from sites, and general practices to keep the security of public safety operations.

All Contractor employees assigned to and working on the Towns Public Safety Radio Systems shall submit to a background security check that will include finger printing and past criminal history. The Town reserves the right to reject and/or require replacement of any personnel deemed by it as unfit or not qualified.

2.1.2 Equipment in Operation

The Town of North Haven's communication equipment is used in response to potentially life threatening situations. Respondents warrant that they will utilize best practices and best effort to maintain all equipment in operation at all times. Repairs to the radio communications equipment will be in keeping with good engineering practices so as to extend the life of the equipment and to ensure its optimum performance.

2.1.3 Contractor Supplied Items

The Contractor shall be required to maintain or have available, at its own expense, and for its use, equipment, software, tools, test equipment, parts, and supplies necessary to perform repair and diagnostic services "on-time" as specified in the Request for Proposal.

2.1.4 Maintenance

Supplies and materials used to provide routine preventive and restorative maintenance shall be billable to Town of North Haven, unless otherwise covered by a manufacturer's warranty.

2.2 Repair Parts

2.2.1 Expected Stocking of Parts

Vendor shall maintain an inventory of parts necessary to provide routine maintenance and repairs to equipment and to arrange for expedited delivery of those parts required, but not maintained as part of the inventory. The Vendor is not required to stock base station modules, console spares, microwave components, or paging system devices, as Town of North Haven maintains a small spares inventory; however, the Vendor shall maintain common parts and supplies such as cabling, wiring, connectors, etc., to support maintenance repairs.

2.2.2 Damage to Equipment

Damage to equipment as a result of misuse, fire, or acts of nature shall be excluded as part of routine maintenance. Acts of nature include lightning damage which is defined herein as visual evidence that electrical arcing or burning has occurred on electronic components, printed circuit boards, or cabling systems.

2.2.3 Damage Due to Contractor Error

Town of North Haven shall not bear the cost or any damages associated with the replacement of parts or property damage in the event of Contractor error. If the Contractor causes a component to fail during the course of work, or provides a mis-diagnosis of components, the Contractor shall be responsible for the replacement of such parts and shall indemnify and hold the Town of North Haven harmless from and against any and all damages and claims arising due to contractor's error.

2.2.4 Antenna Maintenance

The Town may require an annual inspection and maintenance of combiners, multi-couplers, antennas, feedlines and connectors as part of routine preventative maintenance.

2.2.5 Disclosure of Not Covered Repair/Maintenance

The vendor shall expressly and specifically identify in a separate attachment the types of repairs it considers to not be covered as routine repair and/or annual maintenance.

2.2.6 Shipping Costs

The vendor shall be responsible for all shipping costs for parts and equipment necessary to maintain the communications system as defined herein. Town of North Haven shall not be required to ship to and from the service location or third party repair facilities.

2.2.7 Notice of Delay in Repair

The Town of North Haven provides critical public safety services to the first responders and citizens of the Town of North Haven. In the event that any piece of equipment must be removed from service or any such piece of equipment cannot be repaired within 6 hours, the Contractor shall immediately advise the Town. If the reason for the delay is unavailability of parts, the Contractor shall procure the parts by next day freight.

2.3 Availability and Service Requirements

2.3.1 On-Site Repair Services

On site repair services shall be available 24 hours per day, 7 days per week, 365 days per year.

2.3.2 Time Expectation of Repair Call Out

Under normal circumstances, vendor shall be required to be on site for repairs within four (6) hours of initial service call. Subject to compliance with 2.3.3 below, reasonable allowances will be made during times of inclement weather to provide sufficient time for personnel to safely reach the site.

2.3.3 Inclement Weather

Vendor shall be adequately prepared for inclement weather such that response time requirements are reasonably maintained.

2.3.4 Normal Days and Hours of Repair Response

Normal and routine maintenance and repair services will be performed upon request Monday through Friday 8:00am to 5:00pm, excluding legal holidays. Response time shall be within 24 hours of notification from the agency.

2.3.5 Severity Levels

The Contractor shall provide unscheduled, on-call corrective service as required to correct or provide a remedy to the issues or problem following notification that the equipment is inoperative. The Contractor shall provide continuous efforts required until equipment is fully restored to normal operation. Response time is to be requested by Town of North Haven and linked to severity levels.

Severity Level 1 - Major system failure. Failure of any law enforcement or FIRE/EMS or public Works channels and any dispatch console. In addition, if any single repeater is out of service, the failed site qualifies as a Severity Level 1 outage. Response is 24 hours a day, seven days a week, 365 days a year to include all holidays and weekends. Contractor must respond within thirty (30) minutes by telephone to Town of North Haven and provide on-site visit within four hours of notification of a major system failure.

Severity Level 2 - General maintenance problems that is not in Level 1. Response on-site is one day of notification of service, Monday through Friday, 8:00 am to 5:00pm excluding legal holidays. Contractor shall provide off-site repair within 5 working days.

2.3.6 Maximum Response Time

The Contractor shall provide fully equipped maintenance facilities within three (3) hours driving time from Town of North Haven.

2.3.7 Overtime Charges

Respondents shall provide its policy on overtime charges for services performed outside of the normal service hours during the performance of maintenance and repairs.

2.3.8 Contractor's Travel Expenses

Respondents shall, in their proposals, provide their policy on travel charges such as mileage or trip charges during the performance of maintenance and repairs. Charges other than those expressly disclosed in proposals shall not be allowed or paid.

2.4 Level of Service Requirements

2.4.1 Vendor Capability

The vendor represents that it is capable of performing the services contracted for, that it is the usual business of the vendor to provide such services, and that the vendor has been performing similar services as its usual business for a minimum of five consecutive years.

2.4.2 Expertise and Training

The vendor's technicians shall guarantee requisite technical expertise, and vendor shall provide its employees with sufficient training to maintain their expertise on all equipment Town of North Haven operates. This includes repeaters and base stations, radio dispatch consoles, paging equipment and terminals, routers, servers, switches and all ancillary equipment. The vendor shall provide Town of North Haven with evidence of such expertise and training, such as Federal Communications Commission (FCC) licenses and training completion certificates, for each of the manufacturer's specific equipment.

2.4.3 Manufacturer Specifications

All equipment shall be maintained in accordance with the latest manufacturer's published specifications.

2.4.4 Ancillary Technical Support

Vendor shall demonstrate the capability to obtain factory technical support, and provide equipment technical experts to troubleshoot system issues by remote diagnostics, simulations, and proven troubleshooting techniques. Technicians shall be trained to analyze, isolate, and correct problems to restore system failures quickly. The vendor shall also be willing to work supportively with technology and engineering consultants chosen by Town of North Haven to provide designated planning and strategic systems evolution support.

2.4.5 Adequate Staffing

Vendor will relieve qualified repair personnel of other duties when Town of North Haven requests repair services. The failure of the vendor to have their business properly staffed shall not be adequate excuse for failure to promptly respond to Town of North Haven repair requests.

2.4.6 Unsuitable Technicians

Repair personnel deemed unsuitable, by Town of North Haven, for any reason, will not be allowed to repair or service Town of North Haven equipment and shall be replaced by the vendor with other qualified and acceptable technicians.

2.4.7 Equipment Documentation, Software, and Other Aids

All equipment documentation, software, manuals, diagnostic routines, and other aids necessary to perform maintenance under this agreement shall be furnished by the contractor whose property it shall remain.

2.4.8 Single Point of Contact

The Contractor shall provide a Single Point of Contact (SPOC) for placing all service calls on equipment under the contract. Notification time begins with the initial contact or 15 minutes after the initial attempt to contact if repeated attempts to contact fail, whichever comes first. The method of contact will be by telephone number provided by the Contractor.

2.4.9 Materials, Parts, and Labor

The Town of North Haven will make available a limited number of spare assemblies and parts, per Motorola's specifications, needed to maintain future communications systems. The Contractor shall furnish all materials, parts, and labor above and beyond these spare assemblies and parts. All parts and materials shall be installed according to the manufacturer's specifications.

2.4.10 Fully Guarantee

Vendor shall guaranty that all work done, and parts, and components used, shall be free from defective design, defects in the material and/or defective workmanship for one year from the date that the work was completed or parts/components provided (subject to longer guarantee or warranty periods under a manufacturer's warranty).

2.4.11 Preserving Documentation

The Contractor will preserve and keep current any documents provided by Town of North Haven such as wiring diagrams, circuit documentation, etc., in a manner that is readily retrievable and useful for timely and effective systems maintenance.

2.4.12 Approval

Subcontractor shall not be permitted to perform work under any resulting award unless approved in writing by the Town of North Haven in advance.

2.4.13 Contractor's Transportation

The Contractor shall supply their own transportation to the sites via conventional vehicles or in the case of extreme weather, four-wheel-drive (4WD) vehicles or similar capability. The Contractor is duly notified that site access can be difficult in winter months or when weather conditions are harsh. Alternate access to the sites such as snowmobile may be required and shall be the responsibility of the Contractor. Town of North Haven shall not supply the Contractor with vehicles to access the sites during foul weather. Allowances will be made during times of inclement weather to provide sufficient time for personnel to safely reach the site.

2.4.14 Site Access

Upon successful award of the contract, the vendor will be supplied access information for access to the Town of North Haven sites. The vendor will be required to certify a list of technicians to work at the Town of North Haven sites. Vendor shall protect the access information as confidential and shall not disclose, divulge or allow the disclosure of such information to any third-party.

2.4.15 Duties After Maintenance/Repairs

After completion of maintenance or repairs, the Contractor shall perform routine operational tests as necessary to ensure proper operation. This includes performing radio checks with the affected users, making measurements as necessary, monitoring of on-line system diagnostics, and notifying Town of North Haven of the completion of work.

2.4.16 Third Parties

The Contractor shall coordinate, make notifications to and cooperate with third party agencies that may provide services or equipment to support the Town of North Haven system.

2.5 Annual Maintenance Requirements

2.5.1 Performance

Annual preventive maintenance checks and alignments shall be performed in accordance manufacturer's specifications. Annual preventive maintenance will be pre-scheduled and accomplished in or near the month of September. During the time of system maintenance the service provider is required to complete the attached Site Inspection Checklist.

2.5.2 Routine

All communications equipment listed in section 2.6.1 of this RFP or future P25 systems shall have routine annual preventive maintenance checks performed.

2.5.3 Infrastructure Equipment

Annual preventive maintenance checks on infrastructure equipment shall include, but not limited to the following:

Conventional Base Station and Control Architecture:

- Transmitter output power, deviation and frequency stability checks and adjustments
- Alignment of audio levels
- Forward and reflected power measurements associated with all antennas, transmit antenna combiners, cavities, receive multi-couplers, isolators lightning and static discharge devices and associated transmission line components where applicable
- Check and proper alignment of receiver sensitivity and quieting, squelch settings, and output audio line levels
- Measurement and alignment of receiver voting comparators to manufacturer's specifications

Power Distribution and HVAC Systems:

- Tighten and secure cables when necessary
- Inspect and fill battery fluid levels, and clean terminals as necessary
- Verify proper operation of all associated on-site HVAC hardware.

Dispatch Systems:

- Consoles - Measure, align, and adjust as per manufacturer's specifications
- Cabling - Perform visual inspections to evaluate cable safety, routing, and damage
- Measurement and alignment of all incoming and outgoing audio levels and control signaling
- Inspect to verify tight fitting connections

2.5.4 Record Keeping

Records of measurements shall be made both before and after any maintenance is performed and will include the manufacturer's name, description of equipment, model and serial number, and location of equipment. Records shall be submitted to Town of North Haven upon completion and shall be maintained indefinitely. No records shall be destroyed without the prior written consent of the Town.

2.6 Equipment to be Serviced

2.6.1 Equipment List

Attached hereto is list of equipment that will be required to be serviced and maintained. Town of North Haven may from time to time add to or delete equipment from this list. This list is for immediate reference only. The Town of North Haven is currently in a procurement cycle to purchase a "State of The Art" digital communications system that will replace the Towns current legacy analog systems.

The following is an overview of some of the current radio assets:

- (145) Motorola HT1250 Portable Radios
- (87) Motorola CDM1250 mobile radios
- (13) Motorola Astro-TAC receiver systems
- (3) Motorola Spectra-TAC comparator systems
- (4) Motorola base station systems
- (5) Motorola control station systems
- (8) Motorola tone remote controller systems
- (3) Zetron console operator position systems
- (1) Zetron console common electronics system
- (1) Zetron station alerting system for firehouse alerting
- (3) Zetron paging Encoders
- (120) Motorola pagers and chargers

The radio systems also include the following repeater/receiver locations:

- Ridge Road Elementary School, 1341 Ridge Road, North Haven, CT.
- Quinnipiac University North Haven Campus, 370 Bassett Road, North Haven, CT.
- Cinemark Theatre, 550 Universal Drive North, North Haven, CT.
- Regional Water Authority, Peter's Rock Water Tank, 3 Horseshoe Hill Road, North Haven, CT.
- Clintonville Elementary School, 456 Clintonville Road, North Haven, CT.

- North Haven Police Headquarters, 8 Linsley Street, North Haven CT

2.6.2 Parts and Labor

Town of North Haven shall provide a list of communications equipment and accessories which the Contractor shall maintain perform preventive maintenance on and remove or install for repair purposes.

2.6.3 Unsupported Equipment

During the course of maintenance, equipment may be no longer supported by the manufacturer. The Contractor shall immediately notify the Town of North Haven if equipment is not supported with repair parts by the manufacturer. The Contractor shall make reasonable efforts, such as identifying alternate service centers or third party repair centers to get equipment repaired. If no such repair can be made due to lack of parts or support, the Contractor shall recommend alternate replacement equipment for purchase.

2.7 Additional Services

Town of North Haven may require additional services as equipment and needs change, and such additional services shall be negotiated and agreed upon by both parties as necessary.

2.8 Interference Response

The Contractor shall respond to reports of interference problems to a level of assessment and characterization. This assessment and characterization shall include verifying if there was a single event or determining if there is an ongoing interference condition. Assessment and characterization shall include obtaining first-hand knowledge and information about the complaint and may include radio system monitoring, on-site equipment observations, or diagnostic procedures. The Contractor's responsibility to assessment and characterization of interference complaints is fulfilled when a determination is made as to whether the complaint was related to an event or an ongoing condition, and the Contractor provides Town of North Haven with a detailed analysis of the problem. This analysis shall include a description of the problem and the recommended method to address the problem.

2.9 Coverage Response

The Contractor shall respond to reports of coverage problems to a level of assessment and characterization. This assessment and characterization shall include verifying if there was a single event or determining if there is an ongoing coverage condition. Assessment and characterization shall include obtaining firsthand knowledge and information about the complaint and may include radio system monitoring, on-site equipment observations, or diagnostic procedures. The Contractor's responsibility to assessment and characterization of coverage complaints is fulfilled when a determination is made as to whether the complaint was related to an event or an ongoing condition, and the Contractor provides Town of North Haven a detailed analysis of the problem. This analysis shall include a description of the problem and the recommended method to address the problem. If it is determined that a coverage problem is related to Town of North Haven equipment failure, the Contractor shall repair the defective equipment under the terms of this RFP.

SECTION 3: RESPONSE FORMAT AND CONTENTS

Organize proposals with separately tabbed sections corresponding to the following format. Number each page consecutively. Provide a concise response to each point. References may then be made for further clarification. Wherever a table or spreadsheet is provided, please title the section and utilize the table/spreadsheet.

3.1 Title Page

- a. Title page (no initial tabbed divider)
- b. Customer name
- c. Vendor name, address, telephone number and email
- d. Contact's name, signature, title and date

3.2 Section 1 - Vendor Overview

Provide a maximum four-paragraph description for each category subsections below, or where specified, utilize the table or spreadsheet. This is intended for general overview and should highlight the reasons your product, service or company are best suited for the Town of North Haven.

3.2.1 Company

3.2.2 Service(s) Proposed

3.2.3 Staff Biographies

3.2.4 Staff Equipment Certifications (by manufacturer)

3.2.5 Historical Background

3.2.6 Financial Status

3.2.7 References

Please provide at least five and no more than eight references that match the following criteria:

- a. Complex multi-site P25 digital radio implementations
- b. Government/Municipal

Provide the principle contact and telephone number, as well as the associated system type, size and customer application for each. All references must be users of the proposed system.

References

Company Name	Contact	Telephone	System(s) & Number of Sites

3.4 Service Configuration and Pricing

Provide a detailed rate sheet listing pertinent pricing.

3.5 Other Pertinent Information

3.7 AFFIDAVITS

3.7.1 NON-COLLUSIVE / NON-CONFLICT AFFIDAVIT OF RESPONDENTS

FOR: RFP #17-13 PUBLIC SAFETY COMMUNICATIONS MAINTENANCE SERVICES for the TOWN OF NORTH HAVEN

The undersigned bidder, having fully informed themselves regarding the accuracy of the statement made herein certifies:

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

2. the contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;

3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of North Haven, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and

4. he/she has read the North Haven Code of Ethics, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she nor his/her firm/company are in violation of the Code with respect to this bid.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of North Haven to consider the bid and make an award in accordance therewith.

Subscribed and sworn to me
this _____ day of _____, 20____

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

My Commission Expires_ _____

Notary Public

Date

3.7.2 AFFIRMATIVE ACTION/EEO AFFIDAVIT

**FOR: RFP #17-13 PUBLIC SAFETY COMMUNICATIONS SYSTEM MAINTENANCE
SERVICES for the TOWN OF NORTH HAVEN**

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

I/we, the respondent, certify to the TOWN OF NORTH HAVEN that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)
_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer

Legal Name of Bidder

(Signature)

Bidder's Representative, Duly Authorized_____

Name of Bidder's Authorized Representative_____

Title of Bidder's Authorized Representative_____